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8  
9 UNITED STATES DISTRICT COURT  
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 LOOP AI LABS, INC., a Delaware  
12 Corporation,

13 Plaintiff,

14 vs.

15 ANNA GATTI, et al.,

16 Defendants.

Case No. 3:15-CV-00798-HSG

**OPPOSITION OF DEFENDANTS  
ANNA GATTI and IQ SYSTEMS, LLC  
TO PLAINTIFF'S EX PARTE MOTION  
FOR A TEMPORARY RESTRAINING  
ORDER; ASSET RESTRAINING  
ORDER; AND EXPEDITED DISCOVERY**

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18  
19 Defendants ANNA GATTI ("GATTI") and IQ SYSTEMS, LLC ("IQ") oppose the ex parte  
20 motion of plaintiff LOOP AI LABS, INC. ("LOOP") for a temporary restraining order, asset restraining  
21 order and expedited discovery for each of the following reasons set forth in detail below. This  
22 Opposition is based on the Memorandum of Points and Authorities below and the accompanying  
23 Declarations of Anna Gatti, Dario Vignudelli and Gabriele Pansa.

24 **I. INTRODUCTION**

25 While the plaintiff's moving papers are not lacking in quantity (57 page Complaint with 253  
26 paragraphs; approximately 53 different documents and exhibits filed in support of the temporary  
27 restraining order), they are sorely lacking in quality, specifics and admissible evidence. Of the 14  
28 different causes of action alleged, virtually all other than the trade secrets claim and possibly one or two

1 others are subject to a motion to dismiss based on the holding of *Sunpower Corp. v. SolarCity Corp.*,  
2 No. 12–CV–00694–LHK, 2012 WL 6160472, at \*5 (N.D. Cal. Dec. 11, 2012) [“...in order to state a  
3 claim based on the taking of information, a plaintiff must show that he has some property right in such  
4 information (i.e. that the information is proprietary). **If the basis of the alleged property right is in**  
5 **essence that the information is that it is “not ... generally known to the public,”** (Cal. Civ.Code §  
6 **3426.1(d)(1)), then the claim is sufficiently close to a trade secret claim that it should be**  
7 **superseded notwithstanding the fact that the information fails to meet the definition of a trade**  
8 **secret. To permit otherwise would allow plaintiffs to avoid the preclusive effect of CUTSA (and**  
9 **thereby plead potentially more favorable common-law claims) by simply failing to allege one of**  
10 **the elements necessary for information to qualify as a trade secret. (emphasis added).”]. Plaintiff**  
11 has alleged various wrongdoings relating to generalized “confidential information” at Complaint  
12 paragraphs: 18,45,79,81,83,86,89,90,92,97,122,125,129,131,132,136,141,144,175,179,180,181,  
13 192,195,197,201, 207,219,220,221,231,233,234,235,236,243,245,249 and 250.

14 Perhaps the most egregious example of the lack of substance in the “evidence” submitted in  
15 support of the TRO is the Declaration of Charles Ferguson, the self-described father of GATTI’s  
16 daughter, who complains that GATTI made over \$350,000 in improvements on a home (purchased in  
17 his name) for which GATTI and his daughter are not paying rent. See, Charles Ferguson Declaration, at  
18 ¶5 and ¶8. At the same time, Mr. Ferguson offers no percipient or other knowledge whatsoever  
19 regarding any of the allegations of the 253 paragraph complaint.

20 Plaintiff seeks an asset restraining Order, but nowhere in the Complaint nor in the TRO moving  
21 papers is an amount of alleged money damage specified. Indeed, the gravamen of the TRO is that there  
22 is no amount of money damages capable of rectifying the alleged harm caused and that is why  
23 injunctive relief is necessary. Plaintiff argues that there is something nefarious about a citizen of Italy,  
24 residing in the United States, having bank relationships in both countries. There is no allegation in the  
25 Complaint or in the TRO moving papers that any funds of plaintiff, in any amount, are missing or even  
26 allegedly have been misappropriated by plaintiff.

27 Plaintiff’s moving papers argue for the necessity of expedited discovery, but no showing of  
28 necessity has been made in that regard. Ms. Gatti has voluntarily cancelled her planned trip to Italy that

1 was set for March 9 in order to make herself available to deal with plaintiff's allegations.

## 2 **II. ARGUMENT**

### 3 **A. The Court Has Not Been Provided With the Basis to Make An Informed Decision**

4 While plaintiff has asserted the misappropriation of every type of trade secret known to  
5 mankind (Complaint, p.16, ¶170), plaintiff has offered no documentary evidence of any trade secret or  
6 other confidential information to the court for its independent in camera inspection to determine the  
7 reasonableness of the trade secret claim. Since all of the other claims hinge on the validity of the trade  
8 secret claim, this is a significant omission. “[I]n camera inspection is a commonly-used procedural  
9 method for determining whether information should be protected or revealed to other parties. *See*  
10 *Lissner v. U.S. Customs Serv.*, 241 F.3d 1220, 1222–23 (9th Cir.2001) (reviewing district court's  
11 Freedom of Information Act determination based only on *in camera* inspection of the government  
12 records); Christopher B. Mueller & Laird C. Kirkpatrick, Federal Evidence §§ 216, 222 (1994 &  
13 Supp.2001) (noting use of *in camera* inspection to determine whether trade secrets privilege or state  
14 secrets privilege applies). *But cf. Natta v. Zletz*, 405 F.2d 99, 101 (7th Cir.1968) (criticizing *in camera*  
15 review in context of claim of trade secrets privilege on ground that counsel seeking disclosure had no  
16 opportunity to rebut the trade secrets claim). In cases such as this, there are few, if any, alternatives to  
17 *in camera* inspection that do not defeat the purpose of the rules and privileges protecting confidential  
18 material. As a result, we rely in the first instance upon the district court conducting the *in camera*  
19 inspection to assess critically the arguments of the party opposing disclosure. Meaningful appellate  
20 review, made possible by the district court's articulation of compelling reasons for its decision  
21 supported by specific factual findings, provides a second line of defense. *Hagestad*, 49 F.3d at 1434–  
22 35.” *Foltz v. State Farm Mut. Auto. Ins. Co.*, (9th Cir. 2003) 331 F.3d 1122, 1136.

23 This absence alone is sufficient ground to deny the requested temporary restraining order.

### 24 **B. Plaintiff Has Failed to Provide Evidence of Independent Economic Value**

25 Additionally, while Plaintiff concedes that “independent economic value” is one element of the  
26 definition of a trade secret (see TRO Memorandum, p.9, ll.11-13), none of the Declarations, Exhibits or  
27 other documents submitted offers anything of an objective nature to quantify either the amount of  
28 investment made in the alleged trade secrets, the value put on the trade secrets by third parties such as

1 customers or investors, or any other objective indicia of economic value. When information has no  
2 independent economic value, a claim for misappropriation lacks merit. *GAB Business Services, Inc. v.*  
3 *Lindsey & Newsom Claim Services, Inc.*, (2000) 83 Cal.App.4th 409, 429.

4 **C. No Trade Secret or Other Information Was Given to Dario Vignudelli, TheNeeds or**  
5 **The Al maviva Defendants**

6 The business models of Loop AI Labs, Inc. and the Al maviva defendants are fundamentally  
7 different. The Al maviva defendants have a product already in the market, the focus for which is  
8 primarily speech-recognition software designed to assist call center operators assist customers in  
9 efficiently responding to inquiries. Loop AI Labs, Inc. does not have a product in the market, is  
10 attempting to develop a product which is primarily text-recognition software to be focused on the  
11 identity of certain concept models in various forms of social media, the precise customer niche for  
12 which has not yet been determined. See, Declaration of Dario Vignudelli in Opposition to Motion for  
13 Temporary Restraining Order, at p. 2, ¶15 and Declaration of GATTI at p. ¶24-25.

14 It is not true that Mr. Vignudelli took Loop AI Labs, Inc. confidential information and trade  
15 secrets. It is not true that he used Loop AI Labs, Inc. confidential information and trade secrets for the  
16 Al maviva defendants. Vignudelli Dec. ¶13. He did not take or use Loop AI Labs, Inc. confidential  
17 information and trade secrets for the benefit of any person or entity. Vignudelli Dec. ¶14. There was no  
18 overlap between the work that he did for Loop AI Labs, Inc. and the work he did for the Al maviva  
19 defendants. The work he did for the Al maviva defendants was a market assessment of their product  
20 compared to other products already in the market. The work he did for Loop AI Labs, Inc. in 2014 was  
21 a university project (together with other classmates) to better understand students behavior on online  
22 purchasing and pro bono work formatting slides for their pitch deck and formatting the business plan. In  
23 2013 he delivered for Loop AI a first draft of value proposition deck and the business plan. These last  
24 two activities were completed in 2013. Vignudelli Dec. ¶16. The work performed for Al maviva never  
25 hindered his ability to perform additional activities. Vignudelli Dec. ¶17.

26 Gabriele Pansa is the Chief Executive Officer of TheNeeds. The Needs is a software  
27 application which provides news content to individual users based on their interests, somewhat  
28 comparable to the competing applications Flipboard and Feedly. TheNeeds software application

1 launched in 2013. Pansa Dec. ¶12.

2 Neither Anna Gatti nor anyone else associated with Loop AI Labs, Inc. has ever provided any  
3 confidential proprietary or trade secret information to anyone at TheNeeds nor has she or anyone else  
4 provided access to such information. No business opportunities, software engineers or advisors of Loop  
5 AI Labs, Inc. were ever diverted to TheNeeds by Anna Gatti or anyone else. Pansa Dec. ¶13.

6 At some point, a potential Investor who knew Mr. Pansa and who knew Anna Gatti told him that  
7 he should get in touch with her because she was another Italian who was familiar with Silicon Valley.  
8 Mr. Pansa believed this was an entirely spontaneous communication made in the context of the  
9 conversation. Subsequently, Mr. Pansa believes this Investor sent an email providing an introduction of  
10 him to Anna Gatti. Pansa Dec. ¶14.

11 Mr. Pansa believes it is misleading and inaccurate to state that TheNeeds and Loop AI Labs,  
12 Inc. operate in “virtually identical technology space” because they both move unstructured data to  
13 structured data in the internet area. The same could be said for Google and TheNeeds. Pansa Dec. ¶15.

14 While it is true that there were discussions between TheNeeds and Anna Gatti regarding a  
15 possible advisory role, no advisory or consulting agreement, oral or written, was ever reached. Anna  
16 Gatti has never received 10% of the shares of TheNeeds nor was an offer in that amount ever made to  
17 her. She has never held any shares in TheNeeds. Pansa Dec. ¶16.

18 The concept of the “digital DNA” is not a concept that TheNeeds obtained directly or indirectly  
19 from Loop AI Labs, Inc. or Anna Gatti. “Digital DNA” is a term in different industries and a Google  
20 search reveals such applications as: a public art sculpture in Palo Alto, a boutique brokerage and  
21 advisory firm that specializes in domain name analysis and a Digital DNA Games. In several cases,  
22 DigitalDNA or variation such as digitalDNA Technology is a registered trademark. Pansa Dec. ¶17.

23 At some point, Mr. Pansa believes he and Anna Gatti had a conversation about a potential  
24 strategic fit with Almawave. Almawave was not interested. Pansa Dec. ¶18.

#### 25 **D. Plaintiff Has Failed to Provide Evidence of Economic Harm**

26 As noted above, Plaintiff seeks an asset restraining Order, but nowhere in the Complaint nor in  
27 the TRO moving papers is an amount of alleged money damage specified. The non-existent showing of  
28 economic harm does not justify an asset restraining order sought by plaintiff.

1           **E. Plaintiff Has Failed to Show the Necessity for Expedited Discovery**

2           As noted above, Ms. Gatti has voluntarily cancelled her planned trip to Italy that was set for  
3 March 9 in order to make herself available to deal with plaintiff's allegations. See Declaration of  
4 GATTI, at p. 9, ¶28.

5           **F. Plaintiff and GATTI Agreed That Gatti Could Consult with Other Companies**

6           Notwithstanding the terms of the written employment agreement which required GATTI to  
7 devote full time to plaintiff, GATTI and Gianmauro Calafiore, majority shareholder of plaintiff, acting  
8 on behalf of Plaintiff, had an oral agreement which permitted each of them to consult for other  
9 companies while working for plaintiff. By way of example, Mr. Calafiore is the President of SMSit.it,  
10 a messaging firm, and he founded the Amici World School in San Francisco. See Declaration of  
11 GATTI, p. 10, ¶29.

12           **G. Background of Anna Gatti**

13           Anna graduated with Laude in "Economia Aziendale" (Business and Economics) in the  
14 academic year 1995-1996 from Bocconi University, based in Milano, Italy. She was awarded the gold  
15 medal as an honor student. After graduating, she applied for the PhD in Business Administration and  
16 Management at Bocconi University which she started in 1997. Subject to passing the qualifying  
17 exams, the Bocconi PhD program required an invitation from a foreign institution to work on the PhD  
18 Thesis. Towards the end of 1999, she received an invitation from Stanford University to work on her  
19 PhD Thesis. The Thesis was completed in 2000, and the formal discussion (Esame di Stato) to officially  
20 receive her PhD title was held at Bocconi University in 2001. On completion of her PhD Thesis,  
21 Professor James March offered her the opportunity to continue her post-doctorate research training at  
22 Stanford. Gatti Dec., ¶2.

23           In late 2001 she received an offer from University of California at Berkeley to work on a  
24 research project. She worked at Berkeley only few months since she received an offer from the World  
25 Health Organization ("WHO") and she moved to Geneva (Switzerland) in April 2002. She worked for  
26 WHO from April 2002 to the end of August 2004. During those years, she opened her bank account at  
27 UBS when her WHO salary was paid, and she bought two small apartments. In order to buy those  
28 apartments, she obtained a mortgage from UBS and a mortgage from Credit Suisse. Both mortgages are

1 still open, which is the reasons she keeps her Swiss Bank accounts. There is no secret or strange  
2 relationship with UBS. She simply is a US tax payer and as such, UBS requires her to have separate  
3 processes from the rest of the Swiss clients, including sending a manager to meet his American clients  
4 in person to have documents signed. Her Swiss bank accounts are regularly reported on her tax return  
5 (FBARs) and they have not benefited from any transfer from her US bank account or any account of the  
6 defendants. The money held in her Swiss bank accounts is the result of her work in Switzerland and the  
7 interest gained from investing it. Gatti Dec., ¶3.

8 Her job at WHO was not very demanding, so she decided to get her second PhD. She applied  
9 and got admitted to the International PhD in Criminology at the University of Trento, Italy, in  
10 consortium with other Italian and foreign University. She completed the required exams in 2005 and  
11 defended the Thesis in March 2008. Gatti Dec., ¶4.

12 In September 2004 she joined myQube, a venture capital fund specialized in  
13 telecommunications and related technologies, and she moved back to the Silicon Valley. She worked  
14 for myQube till April 2007, when she joined Google. She worked at Google for four and a half years,  
15 during which she had several responsibilities. One of her key roles was Head of International Online  
16 Sales and Operations for YouTube that gave her responsibility for YouTube Online Business outside  
17 North America. In that capacity, she was responsible for teams in Europe, India, Japan and South  
18 America. In 2007 she also got her first Non-Executive Director (“NED”) position at a public company  
19 traded on the Italian Stock Market, Buongiorno. Gatti Dec., ¶5.

20 She left Google/YouTube around March 2011 to join Skype. She was hired as Director of  
21 Marketing to work on advertising and new monetization. Microsoft acquired Skype in May 2011. With  
22 a robust past experience at Google, Microsoft was not her ideal work environment. Moreover, the  
23 advertising business at Microsoft was not core for the company. Despite a good raise in her salary, she  
24 was not interested in continuing her career at Microsoft. Her contract had a double trigger clause that  
25 opened up the opportunity to discuss a mutual agreement that allowed her to leave Microsoft in April  
26 2012 with a fully vested four-year stock option plan. Gatti Dec., ¶6.

27 In October 2011, Emanuele Preda, founder of the Italian Company SMSIT.it whose President  
28 was and still is Gianmauro Calafiore, reached out to her to ask if she could meet with him and

1 Gianmauro. Emanuele got her email from Gianmauro's wife, Jaana, whom she knew from her work at  
2 myQube. This was the first time she met Gianmauro. Emanuele and Gianmauro were both living and  
3 working in Italy, and they had no professional experience in the USA. They explained to her that they  
4 were planning to start a company and they asked if she would be interested in being an advisor. Since  
5 Skype was going under the typical post-acquisition paralysis, she accepted to be an advisor of the start-  
6 up-to-be. No conditions were discussed. They simply exchanged a Nondisclosure Agreement ("NDA")  
7 to allow future discussions. At the beginning of January 2012, Gianmauro organized another meeting  
8 in the Bay Area. Emanuele was no more part of it, but Gianmauro introduced her to Bart Peintner . He  
9 explained that he decided to start the company without Emanuele, that Bart would be the scientist co-  
10 founder, and that he would move to the Silicon Valley in the next few months. On that occasion he  
11 offered to permit her to be the third co-founder and he offered her the CEO role. She pointed out that  
12 she had never worked in a start- up and that she had no previous CEO experience. Gianmauro shared  
13 his point of view about the benefit of having a woman CEO in the Valley, about her strong past  
14 professional experience in the Valley and he also pointed out that he did not have a visa nor a SSN that  
15 would allow him to take on the CEO position. Gianmauro did not ask her about her education, details of  
16 her past experience or compensation. He clearly had already in mind an employment offer which he  
17 made. He explained the terms of his offer on January 6. She accepted on January 7th without any  
18 negotiation. She was simply very excited to start a new venture, a dream she always had. She was  
19 grateful for the opportunity. On January 9th Gianmauro sent out an email to her and Bart confirming  
20 the founding team. On January 10th, Gianmauro sent an email to her suggesting a reduction in her  
21 previously promised pool of shares from 30% to 25%, which she accepted without discussion.  
22 Gianmauro's offer was totally independent of any information he asked her, since when Gianmauro  
23 offered to have her become the CEO of the new venture with 30% of the stock granted, there was no  
24 question about her experience, education or salary, contrary to what the complaint states at page 2 point  
25 8. They started collaborating via email and getting to know each other during Gianmauro 's visits to  
26 Silicon Valley. Gatti Dec., ¶7.

#### 27 **H. The Beginnings of Loop AI Labs, Inc.**

28 They incorporated the company (at the time named Soshoma) in March 2012. She left Skype in



1 April 2012 and start being more involved with shaping the Soshoma venture, working remotely with  
2 Gianmauro. On April 13, 2012 she bought a Mac Air Laptop using her credit card to start working on  
3 the new project and as her personal laptop. The laptop has never been reimbursed or paid by the  
4 company. It is still her personal property. Gatti Dec., ¶18.

5 She has always been totally transparent with Gianmauro about her other business commitments,  
6 since the very beginning. Gianmauro was always informed about her other business commitments,  
7 contrary to the allegations of the complaint. Gatti Dec., ¶19.

8 In October 2012, after several months working together, they had some funds to start paying  
9 some salaries, so she signed the Job Offer. Since the very beginning they considered the job offer more  
10 a formality for their records for future due diligence occasions, than an enforced document. First, the  
11 indicated salary of \$150,000/year was never paid to her. So, technically, there was a breach of contract  
12 done by the company from the very beginning. Second, it was common knowledge than Gianmauro  
13 was holding other important business roles, like President of SMSIT.it and no written agreement was  
14 ever requested nor mentioned. Gianmauro was also timely informed about her advisory role at Koozoo,  
15 but there was the implicit agreement that verbal agreement was enough because Gianmauro never said  
16 otherwise. As founders, they all felt the responsibility to make the company succeed and they never  
17 considered themselves employees. Gatti Dec., ¶10.

18 The application for employment was presented as a formality to her. As such, she filled it only  
19 partially and without double checking all the information or signing it as requested. When she asked  
20 Gianmauro if she was supposed to provide precise information, he said that since they were founders,  
21 they were not supposed to fill the application precisely. It was simply a formality. She has never seen  
22 an application filled by Bart either. Gatti Dec., ¶11.

23 Gianmauro opted for having the company pay for his housing instead of being on the payroll. So  
24 the company has been paying for his house at the Infinity Towers since late 2012. For the first month,  
25 the Company was also paying for Gianmauro's Zipcar. She believes that in June 2014 Gianmauro was  
26 been added to the payroll as well, but she has never seen his application for employment nor his job  
27 offer. Gatti Dec., ¶12.

## 28 **I. Gatti's Role As CEO**

1 Because Gianmauro has always been leading every aspect of the company, her CEO role was  
2 more of a formality, an empty role, without any report. Gianmauro requested that she cancel her one-  
3 on-one sessions with Bart and later with the other two employees (Patrick and Giampiero) and asked  
4 her to limit her role to non-critical or strategic actions. She has no idea where the code of Loop is  
5 stored. She has never seen a single line of code. She has never been allowed to have direct interaction  
6 with current or prospective partners. The majority of interactions with Venture Capitalists were led by  
7 Gianmauro alone for the first meeting. She was involved only in the second or third meeting. Gatti  
8 Dec., ¶13.

9 It was very difficult for her to adapt to this new working environment. She was used to working  
10 in a team and making joint decisions. At Loop, the only one in charge of every decision was  
11 Gianmauro. In March 2013 her working relationship with Gianmauro started deteriorating. It was then  
12 clear to her that her role was totally empty and there was no opportunity to work as a real CEO.  
13 Gianmauro was leading the company as the sole owner and founder, and she was kept progressively out  
14 from any critical decision and key knowledge. Gatti Dec., ¶14.

#### 15 **J. Conflict Between the Founders**

16 The first real clash between Gianmauro and her happened when he announced that he hired the  
17 Chief Technology Officer (CTO). Neither Bart nor she were involved in the interview process. The  
18 communication was provided basically once the offer was out. The candidate was a very strong  
19 engineer and he did an excellent job, however the way the hiring process was handled was clearly a  
20 signal that Gianmauro was unable to work in a team. The new CTO, Giampiero, took on another  
21 consulting job, with the verbal agreement of Gianmauro because the Company was always short of  
22 money to pay the salary agreed in Gianmauro's offer letter. Giampiero ended up leaving the company a  
23 few months later. Shortly after that Gianmauro started claiming that Giampiero was selling the  
24 Company's traded secrets to competitors. Gatti Dec., ¶15.

25 At the end of March 2013, when she discovered that Gianmauro had applied for a working visa  
26 for his wife, Jaana, without even consulting her, they had the second strong clash. While she understood  
27 his desire to provide his wife with a working visa, she found it dangerous for the company to provide a  
28 working visa to his wife. Gianmauro wrote her stating that the Company has made an offer to the

1 “prospect employee” Jaana and that she was crazy in making such a noise for business as usual. No one  
2 had seen the job offer for Jaana at that point, nor this was discussed in advance. Gatti Dec., ¶16.

3 After March 2013, her role and exposure to the Company’s decisions was progressively less. In  
4 2013 she accepted to become the NED of a publicly traded company in Italy, Piquadro, and Gianmauro  
5 was informed in advance. While it is true that they never enforced the written consent requirement  
6 stated in the job offer, it is also true that they never enforced the job offer itself: from the agreed level  
7 of salary to her real responsibilities. Gatti Dec., ¶17.

#### 8 **K. The Beginning of IQSystem, LLC**

9 Meanwhile, towards the end of 2013 her boyfriend, Tony di Napoli, was experiencing some  
10 challenges with his employer, Fabio Ficano, who was not paying any salary. Tony was working on  
11 developing a Thin Film Transistor (“TFT”) fingerprint technology on glass substrate and he was  
12 looking for a more favorable working environment to do so. At the same time, Manuela Micoli, a  
13 colleague of Tony she has known for years, told Ms. Gatti that her employer, Mr. Ficano, was  
14 threatening to take her visa away if she was not willing to take on administrative work. Manuela has a  
15 masters degree and she is a very strong analyst and consultant. Since Ms. Gatti was turning down  
16 several consulting opportunities, she decided to open IQsystem LLC, hiring Manuela, contracting Tony  
17 and providing them with a more favorable working environment. Her professional commitment to the  
18 LLC was about an hour/week. She never spent any time on it, other than introducing potential clients  
19 who were approaching her for consulting jobs. For her IQsystem LLC was an investment, not a job.  
20 IQsystem LLC has never received any money from Almaxwave or any other defendant. IQsystem LLC  
21 has never worked on projects close or even related to Loop. IQsystem LLC was simply a personal  
22 investment started from the opportunity to have two strong professionals working on it. All the  
23 allegations made in the complaint against IQsystem LLC are false. Gatti Dec., ¶18.

24 Around February, Tony’s nephew, Gennaro di Napoli, an Italian attorney who spent about a  
25 year in San Francisco with a law firm and to attend an ELS program, decided to stay for good in San  
26 Francisco. Since his law degree was not recognized to practice in the USA, his idea was to start a  
27 company that could leverage his knowledge of Italian and USA landscape to provide consulting to  
28 Italian companies interested in entering the US market. There were few other companies in the Bay

1 Area started by Italians providing similar kind of services and the model was successful. Tony and she  
2 agreed to help him in building a new business. She agreed to be a financial advisor for IQsystem Inc.  
3 with the role to review their P&L once a month (time commitment: 1 hour/month), to investigate  
4 potential company loans and lines of credit as needed and to support getting financial processes up and  
5 running (time commitment:1 hour/month). Tony agreed to help him with Business Development. This  
6 project would have also allowed Genaro di Napoli to apply for an E visa the next year. Gatti Dec., ¶19.

#### 7 **L. The Role of Almawave**

8 At the beginning of February 2014, an Italian Head Hunter reached out to her asking if she  
9 could have a conversation with one of his clients who was working on internationalizing her company.  
10 She agreed and few days later she had a very brief phone call with Valeria Sandei. During the call,  
11 Valeria Sandei explained to her that she successfully brought her company, Almawave, in South  
12 America and she was now thinking to expand to other regions. She found her brilliant and driven. She  
13 was very impressed by her energy, but it was simply a social call without action items. About a week  
14 later, on 02/12/2014, she was in Italy for a board meeting , a second meeting was cancelled for the day  
15 after and the Head Hunter organized a last minute meeting between her and Valeria Sandei. In that  
16 meeting she tried to understand if Almawave would have any appetite to invest in Loop. Valeria  
17 described what Almawave does, its solutions, its 200+ engineers lab, and her need to invest in sales and  
18 Business Development (“BD”) since Almawave had already invested several million dollars in  
19 developing its own technology. It was clear that there was no appetite in investing in a very early stage  
20 cutting edge technology start up such as Loop AI Labs. Also, it was clear that Almawave technology  
21 was very well developed and it was not open to integrate any disruptive technology that Loop.ai might  
22 have developed. Almawave was clearly looking for sales and BD partners to bring into the US market  
23 the solutions that they have already developed and successfully sold both in Italy and South America.  
24 Valeria asked her if she knew someone with BD experience in the East or West Coast. She also asked if  
25 she had any recommendation of law firm to work with. She did not have connections on the East Coast,  
26 but she suggested Valeria talk with Tony Di Napoli’s team for the BD opportunity since Tony and his  
27 team did it successfully for other tech companies. On 02/21/14, she facilitated a phone call between  
28 Valeria (and her team) and Tony and his team. She had no formal involvement in the project at that

1 time. She simply made introductions and she had no role or monetary return. Her goal was to connect  
2 two parties who were looking for business opportunities. Gatti Dec., ¶20.

3 On March 13 and 14, 2015 Valeria and her team came to the Bay Area to meet with the people  
4 she suggested they meet and with other prospective collaborators suggested by head hunters. Valeria  
5 Sandei met with both the BD team and the legal firm she had suggested. Valeria later on decided to sign  
6 a Business Development Agreement with the BD Team (IQsystem Inc.) and she decided to opt for a  
7 different law firm than the one Ms. Gatti suggested. Gatti Dec., ¶21.

8 While Valeria was in discussions with IQsystem Inc., she also asked Ms. Gatti I she had any  
9 interest in being involved in the project. Ms. Gatti really liked Valeria Sandei, she found Almaxwave  
10 solutions really innovative and she was also feeling accountable for the BD team she introduced to her,  
11 so she was keen to have some kind of role to supervise how the project was moving forward. The role  
12 that she could have had was not discussed in detail until April 2014. At that point Valeria asked if she  
13 had any interest in being either on the board of Almaxwave USA or the CEO. She was looking for  
14 someone who could make sure that the BD team was executing on the plan, support closing more  
15 partnerships and being a physical presence in the Valley for Almaxwave. She told Valeria that she was  
16 already the CEO of Loop.ai (at the time still named Soshoma) and that she would have to discuss it  
17 with her co-founder Gianmauro. Gatti Dec., ¶22.

18 Sometime in late April, at the old office of Soshoma/Loop.ai located in Illinois street in San  
19 Francisco, she told Gianmauro about this opportunity. She also told him that if she would had taken the  
20 part-time role, there would be some press coverage in Italy. On that occasion, she also told Gianmauro  
21 that she was feeling accountable with Almaxwave since they hired IQsystem Business Development  
22 team lead by her boyfriend Tony, and she really wanted to make sure that the project was successful.  
23 He was sitting at his desk. He simply answered: "No problem". Gatti Dec., ¶23.

24 On June 6 2014 she signed the agreement with Almaxwave USA as part-time CEO. Her role was  
25 mainly to make sure that the Business Development team was focusing on the right priorities and to  
26 source additional partnerships with System Integrators. The Almaxwave solutions offered in the US  
27 market are exactly the same offered for years in the Italian and South America markets. Almaxwave had  
28 no interest in scouting any new technology. Almaxwave had interest in partnership with well-established

1 players in the US market in order to penetrate big clients. Almaxwave solutions are for large enterprises  
2 with contact centers with more than 100 agents. Almaxwave was not looking for venture capital  
3 investments nor for acquisition of small technology start up. Gatti Dec., ¶24.

#### 4 **M. The Loop AI Business**

5 Loop.ai did not yet have a defined product (Loop.ai launched its beta Key Performance  
6 Indicator solution in November 2014), it did not have clients, partners or other active commercial  
7 contacts. Loop.ai was a team of four people, three co-founders and one employee still working on  
8 testing the core technology developed and trying to raise the first institutional capital. She never passed,  
9 sold, shared Loop.ai trade secrets or confidential information in favor of the Defendants or anyone else.  
10 she never poached employees, consultants, investors or partners of Loop.ai in favor of the Defendants  
11 or other entities. Her role at Loop.ai was marginal with no exposure to the code and very limited  
12 exposure to business. For example, Gianmauro has always led personally without any involvement  
13 from her side the relationship with partners. She never interacted directly with Cafepress or any other  
14 partners. She had no visibility on the results of testing Loop.ai technology. Gatti Dec., ¶25.

15 Her lack of involvement and understanding of critical Loop.ai activities was also making her  
16 efforts at fund raising very difficult. Gianmauro was always involved in any fund raising effort since  
17 ultimately he was the only one with the key information venture capitalists were interested in (i.e. test  
18 results, partners, prospect clients, et cetera). In most of the critical venture capital discussions she was  
19 only marginally involved (i.e. Intel Capital, Horizons Venture, Tencent, et cetera). They pitched about  
20 20 venture capital firms and they were not able to find traction with venture capitalists. This was not  
21 due to any sabotaging action from her side, but simply to the fact that there is a lot of competition in  
22 raising capital in Silicon Valley and the Loop.ai value proposition apparently was not convincing to the  
23 VCs we spoke with. Gatti Dec., ¶26.

#### 24 **N. The Claims of Wrongdoing Are False**

25 She has seen the Complaint in this matter and the moving papers in support of plaintiff's Motion  
26 for a Temporary Restraining Order ("TRO"). In the approximately 72 hours (including 48 hours over a  
27 weekend) that she and her counsel have had prior to this Opposition being due, they have not had the  
28 time to prepare a systematic refutation of all the false charges contained in the Complaint and the TRO

1 moving papers. Nevertheless, she denies all claims of wrongdoing of any type by her made in the  
2 Complaint and in the papers supporting the Motion for a TRO. Gatti Dec., ¶27.

3 She has no intention to flee or hide. She has voluntarily cancelled her planned trip to Italy to  
4 attend Bord meetings that were scheduled for March 9 and March 12 in order to make herself available  
5 to deal with plaintiff's allegations. Gatti Dec., ¶28.

6 Gianmauro Calafiore, the majority holder of shares in plaintiff and she, as a 25% shareholder in  
7 plaintiff, had an oral agreement by which they each could perform consulting jobs with other  
8 companies while working for plaintiff. For example, Mr. Calafiore is the President of SMSit.it, a  
9 messaging firm, and he founded the Amici World School in San Francisco. Gatti Dec., ¶29.

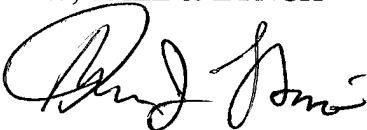
10 It is not true that she took Loop AI Labs, Inc. confidential information and trade secrets. It is  
11 not true that she used Loop AI Labs, Inc. confidential information and trade secrets for the Al maviva  
12 defendants. Gatti Dec., ¶30. She did not take or use Loop AI Labs, Inc. confidential information and  
13 trade secrets for the benefit of any person or entity. Gatti Dec., ¶31.

### 14 III. CONCLUSION

15 For each of the foregoing reasons, plaintiff's motion for a temporary restraining order, in all the  
16 respects requested, should be denied in its entirety, without the necessity of a hearing. Should the court  
17 believe a hearing is necessary, counsel for Ms. Gatti requests that it be set for a date other than March  
18 12- March 13 when counsel will be out of state.

19 Dated: March 7, 2015

20 LOW, BALL & LYNCH

21 By   
22

23 THOMAS J. LOSAVIO  
24 JAMES F. REGAN  
25 Attorneys for Defendants  
26 ANNA GATTI and IQ SYSTEMS, LLC  
27  
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